



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 22, 2006

IN REPLY PLEASE

REFER TO FILE: PD-6

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**STATE ROUTE 91/INTERSTATE 605 CORRIDOR ASSESSMENT NEEDS STUDY
GATEWAY CITIES COUNCIL OF GOVERNMENTS-COUNTY
IMPLEMENTATION AGREEMENT
SUPERVISORIAL DISTRICTS 1 AND 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor of the Board to sign the enclosed implementation Agreement with the Gateway Council of Governments (Council) authorizing the Council to implement an assessment needs study for the State Route (SR) 91/Interstate (I) 605 Corridor (Corridor) and to pay the Council an assessment in the amount of \$20,000 for the County's share of the study.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

For the last several years, the cities and unincorporated County communities along the Corridor have experienced a tremendous increase in traffic congestion. This increased traffic congestion is taxing the capacity of the freeways and arterial roads. Furthermore, actual and projected growth in population and the movement of goods through the Corridor to and from the region's ports, significantly impact the safety, economic viability, and quality of life in the adjacent cities and communities. Consequently, a comprehensive needs assessment study is required to identify potential improvements that could reduce the congestion in order to halt and reverse the negative impacts in the cities and communities along the Corridor.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By participating in the Corridor needs assessment study to investigate potential solutions, residents who live in the Corridor will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The County's proportional share of the projected study's cost is \$20,000, which will be equally shared by Supervisorial Districts 1 and 4. Funding for this project is available in the proposed First and Fourth Supervisorial Districts' Fiscal Year 2006-07 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement provides for the County to participate on the SR 91/I-605 Corridor Cities Committee and the SR 91/I-605 Corridor Technical Advisory Committee. The Corridor Cities Committee that will consist of an elected member of the legislative body of each participating body that has entered into an Implementation Agreement with the Council, and the Corridor Technical Advisory Committee will consist of a Public Works representative of each party that has entered into an Implementation Agreement with the Council.

ENVIRONMENTAL DOCUMENTATION

The recommended action does not constitute a project as set forth by the California Environmental Quality Act Guidelines, Section 15378 (b)(4), and therefore does not require an environmental finding.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

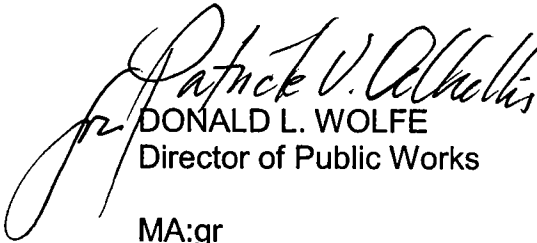
There will be no impact on current services.

The Honorable Board of Supervisors
June 22, 2006
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CONCLUSION

Enclosed are two originals of the Agreement, which have been approved by the Council and approved as to form by County Counsel. Upon approval, please return the copy marked COUNCIL OF GOVERNMENTS ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

MA:gr
C060884
P:\PDPUB\CITY\BOARD LETTERS\SR91-605 study.doc

Enc.

cc: Chief Administrative Office
County Counsel

SR 91/I-605
IMPLEMENTATION AGREEMENT
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
COUNTY OF LOS ANGELES

THIS SR 91/605 IMPLEMENTATION AGREEMENT (this "Agreement"), is made and entered as of the ____ day of ____, 2006, by and between the Gateway Cities Council of Governments ("Gateway") and the County of Los Angeles, a political subdivision of the State of California ("County"), collectively the "parties";

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

(a) The cities and county unincorporated area along the SR 91 and I 605 Corridor ("91/605 Corridor") have experienced a tremendous increase in traffic congestion within the 91/605 Corridor; and

(b) This increased traffic congestion is taxing the capacity of the freeways and arterial roads within the 91/605 Corridor; and

(c) Actual and projected growth in population and the movement of goods through the 91/605 Corridor to and from the region's ports significantly impact the safety, economic viability and quality of life in cities and communities in the 91/605 Corridor; and

(d) A comprehensive needs assessment study is needed to identify the potential improvements to the 91/605 Corridor to halt and reverse the negative impacts of these problems and deficiencies on the cities and communities in the 91/605 Corridor ("Study"); and

(e) The County and each Member of Gateway is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields; and

(f) Section 21 of that certain Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (the "JPA"), to which the County is a signatory, provides that when authorized by the Board of Directors, affected Members may execute an Implementation Agreement for the purpose of authorizing Gateway to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and

(g) The costs incurred by Gateway for the Study, including indirect costs, shall be assessed only to those Members who are parties to an Implementation Agreement; and

(h) County, by and through its legislative body, has determined that this Agreement is desired to authorize Gateway to implement the Study and is in furtherance of the public interest, necessity and convenience.

Section 2. Committees.

(a) 91/605 Corridor Cities Committee. It is understood that a 91/605 Corridor Cities Committee will be formed, consisting of an elected member of the legislative body of each Party that has entered into an Implementation Agreement with Gateway, designated by the respective legislative bodies. The 91/605 Corridor Cities Committee will work in coordination with the 91/605 Corridor Technical Advisory Committee to provide policy assistance, guidance and direction to the Gateway Cities COG as administrator of this Agreement.

(b) 91/605 Corridor Technical Advisory Committee. It is understood that a 91/605 Corridor Technical Advisory Committee will be formed, consisting of a representative of each Party that has entered into an Implementation Agreement with Gateway designated by the City Manager or, for the County of Los Angeles, the appropriate designating authority. Such designated representatives shall be the Public Works Director or the equivalent for each Party. The 91/605 Corridor Technical Advisory Committee shall report to and receive feedback from the 91/605 Corridor Cities Committee.

Section 3. Implementation of Study. The County hereby authorizes Gateway to implement the Study.

Section 4. Assessment for Proportional Costs of Study. The County agrees to pay to Gateway upon execution of this Agreement an assessment in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) for County's proportional share of the projected costs of the Study.

Section 5. Termination of Agreement. Either party may terminate this Agreement for any reason, in whole or in part, by giving the other party thirty (30) days written notice thereof.

Section 6. Meetings. All regular, adjourned and special meetings of such committees shall be called and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 et. seq., as amended from time to time, the judicial interpretation thereof, specifically including but not limited to Section 54952.3, and all other

applicable laws regulating the conduct of meetings of the legislative body of a local public agency.

Section 7. Miscellaneous.

(a) Compensation and Expense Reimbursement. All members of the 91/605 Corridor Cities Committee shall receive a stipend of one hundred dollars (\$100) for attendance at each meeting. Each member of the Committee shall be reimbursed for reasonable and necessary expenses actually incurred by such member in the conduct of business related to the purposes of this Agreement, pursuant to an expense reimbursement policy established by the Gateway Cities COG prior to such expenses being incurred.

(b) Amendments. This Agreement may be amended by written agreement of the Parties hereto.

(c) Hold Harmless and Indemnification. To the fullest extent permitted by law, County and Gateway agree to save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined as set forth in this section.

(d) Party Action. Unless otherwise provided in this Agreement, any action of a Party required or authorized in this Agreement shall be by appropriate legislative action of the governing body of such Party.

(e) Notice. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed to the Members, and shall be deemed to have been received by the Member to whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be sent in the aforesaid manner:

To Gateway: Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723
Attention: Richard Powers

To County: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460

(f) Waiver Waiver by a party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

(g) Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

(h) No Presumption in Drafting. The parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the party drafting it or causing it to be prepared shall not apply.

(i) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(j) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

(k) Litigation/Proceeding Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable fees, costs and expenses, in addition to any other relief to which it may be entitled.

(l) Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Member.

(m) Assignment and Delegation. The parties to this Agreement shall not assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

(n) Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

(o) Execution. The legislative bodies of the parties hereto each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed the day and year first written above.

COUNTY OF LOS ANGELES

By: _____
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles


By: _____
Deputy

APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.
County Counsel

By:  _____
Deputy

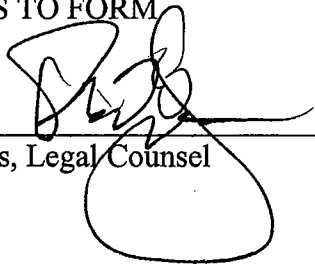
GATEWAY CITIES COUNCIL OF
GOVERNMENTS

 _____
Edward H.J. Wilson, President

ATTEST:

 _____
Richard Powers, Secretary

APPROVED AS TO FORM



Richard D. Jones, Legal Counsel